

**FEDERAL EMERGENCY MANAGEMENT AGENCY
TASK ORDER**

1. NAME AND ADDRESS OF CONTRACTOR J. Walter Thompson / Atlanta 1201 Peachtree Street, NE 400 Colony Square Suite 980 Atlanta GA 30361	2. CONTRACT NUMBER GS23F0265L	4. REQUISITION NUMBER W380802Y
	3. TASK ORDER NUMBER T001	5. ORGANIZATION FIMA
6. NAME OF PROJECT OFFICER Mary Jo Vreem		7. NAME OF PROJECT MONITOR

8. ACCOUNTING AND APPROPRIATION DATA

See Continuation Sheet

9. WORK DETAILS


NFIP Integrated Marketing and Advertising Services
GSA Schedule GS23F0265L
BPA EMW-2003-BP-0438

TASK ORDER T001 - The Contractor shall provide all personnel, facilities, equipment, material, supplies, and services (except as expressly set forth as furnished by the Government) and otherwise do all things necessary for, or incidental to, providing the services and items listed in the attached Statement of Work.

The NOT-TO-EXCEED amount of this Task Order is \$13,291,829.29

PERIOD OF PERFORMANCE: September 30, 2003 through March 29, 2005

10. THIS TASK ORDER IS ISSUED PURSUANT TO THE PROVISION OF SECTION A.16 OF THE SUBJECT CONTRACT.

TYPED NAME OF ORDERING/CONTRACTING OFFICER Chandra G. Lewis, CO	SIGNATURE OF ORDERING/CONTRACTING OFFICER 	DATE 9/30/03
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A.1 PRICE/COST SCHEDULE

ACCOUNTING AND APPROPRIATION DATA:

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TASK ORDER TERMS AND CONDITIONS

NOT SPECIFIED IN THE CONTRACT

A.1 INVOICES--PURCHASE ORDERS AND DELIVERY ORDERS

An **invoice** is a written request for payment under this order for supplies delivered or for services rendered. Payment of **invoices** submitted under this contract shall be made in accordance with the Prompt Payment clause of this contract and in accordance with the provisions of other clause of this contract. Failure or refusal to provide the following information on all **invoices** submitted under this contract may result in the invoice being considered improper for payment in accordance with Prompt Payment clause. In order to be proper, an invoice must include, as applicable, the following:

a. General Information

1. Name and address of the contractor;
2. Invoice date;
3. Purchase order or delivery order number;
4. Description, quantity, unit of measure, unit price and extended price of supplies delivered or service performed;
5. Shipping and payment terms;
6. A listing of all delivery tickets by number;
7. Name, title, phone number and complete mailing address of person to be notified in the event of a defective invoice;
8. Prepaid shipping costs will be indicated as a separate item on the invoice. Where shipping costs exceed \$10.00 (except for parcel post), a bill of lading or receipt must support the billing. When several orders are invoiced to an ordering activity during the same period, consolidated periodic billings are encouraged; and
9. A statement on the final invoice, which indicates it is the final invoice which will be submitted for the purchase/delivery order.

b. Taxpayer Identification Number (TIN) and Corporate Status Information

In order to comply with reporting requirements of 26 U.S.C. 6041, 6041A and 6050M and implementing regulations issued by the Internal Revenue Service (IRS), contractors must also provide the information set forth below on invoices submitted for payment under this contract. This information is required in order for this agency to provide reports to IRS. It must be clearly set forth on all invoices. Failure or refusal to provide this information on invoices shall result in the invoice being considered improper for payment in accordance with the Prompt Payment clause of this contract.

1. Taxpayer Identification Number (TIN) of contractor (the number required by the IRS to be used by the contractor in reporting income and other returns.

2. Corporate Status: For the purpose of this clause, provide this information only if contractor is an unincorporated entity, e.g., sole proprietorship, individual, partnership, or trust.

c. Payment Information for Electronic Funds Transfer (EFT)

1. As mandated by the Debt Collection Improvements Act (DCIA) of 1996 and in accordance with FAR Clause 52.232-34 Payment By Electronic Funds Transfer--Other Than Central Contractor Registration (MAY 1999) of this contract, the contractor must provide the following written EFT information to the office designated in 52.232-35 of this contract prior to award:

- (a) The contract number (or other procurement identification number).
- (b) The contractor's name and remittance address, as stated in the contract(s).
- (c) The signature (manual or electronic, as appropriate), title, and telephone number of the contractor official authorized to provide this information.
- (d) The name, address, and 9-digit Routing Transit Number (RTN) of the contractor's financial agent.
- (e) The contractor's account number and the type of account (checking, savings or lockbox).
- (f) If applicable, the Fedwire Transfer System (FTS) telegraphic abbreviation of the contractor's financial agent.
- (g) If applicable, the contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number (RTN) of the correspondent financial institution receiving the wire transfer payment if the contractor's financial agent is not directly on-line to the FTS; and, therefore, not the receiver of the wire transfer payment.

The EFT information set forth below should be included on each invoice submitted for payment under this contract. Failure to provide the information or failure to notify this agency of changes to this information will result in delays in payments and/or rejection of the invoice in accordance with the Prompt Payment clause of this contract.

- 1. Routing Transit Number (RTN) – The contractor shall provide the Current 9-digit RTN of the payee's bank
- 2. Payee's account number

(The EFT information submitted must be that of the contractor unless there is an official Assignment of Claims on file with the payment office.)

If at any time during the term of this contract, the contractor changes any EFT information, (i.e. financial agent, RTN, account number, etc.) the new EFT information must replace the old EFT information on subsequent invoices submitted under this contract.

To avoid delays in processing invoices, the contractor must also submit written notification of EFT information changes to the office designated in this award document as soon as the contractor knows the new information. This notification must be in writing and signed by the individual authorized by the contractor to make such changes.

- d. Incoming invoices shall be labeled on the outside of each envelope with the following legend:

THIS ENVELOPE CONTAINS TIME SENSITIVE MATERIAL. PLEASE DATE STAMP ON RECEIPT AND INSURE PROMPT HANDLING

- e. Invoices (original and 1 copy) shall be submitted to the address in Block 21.
- f. A copy of this invoice and all delivery tickets shall be furnished to the designated Issuing Office in this contract.

A.2 BLANKET PURCHASE AGREEMENT TERMS AND CONDITIONS

Pursuant to GSA Federal Supply Schedule (FSS) Contract Number GS-35F-0265L, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) exclusively with the Federal Emergency Management Agency:

(1) DESCRIPTION

The supplier shall furnish the supplies or services specified in the attached scope of work of this BPA, if and when requested by the Contracting Officer (or the authorized representative[s] of the Contracting Officer). The estimated aggregate amount of this BPA shall be \$75 million.

(2) GOVERNMENT OBLIGATION

The Government is obligated only to the extent of the authorized purchases actually made under this BPA. This BPA does not obligate any funds.

(3) PRICING

All orders placed against this BPA are subject to the terms and conditions of the FSS Contract, except as noted below:

LABOR CATEGORY/CLIN	SPECIAL BPA DISCOUNT/PRICE
_____	_____
_____	_____
_____ NONE _____	_____ NONE _____
_____	_____

(4) TERM OF THE BLANKET PURCHASE AGREEMENT

This BPA expires five (5) years after the effective date of the BPA or at the end of the FSS contract period, whichever is earlier.

(5) INDIVIDUALS AUTHORIZED TO PLACE ORDERS

In addition to the Contracting Officer, the following Ordering Officers are authorized to place orders against this BPA:

NAME	OFFICE	TELEPHONE NUMBER	INDIVIDUAL ORDER LIMIT
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(none)

(6) ORDERS

Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper. If mailed, an order is considered issued when the Government deposits the order in the mail.

(7) APPLICABILITY

The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

A.3 PAYMENT OF TIME-AND-MATERIALS AND LABOR-HOUR TASK ORDERS

For any task order issued on a time-and-materials basis, the Government anticipates paying the Contractor monthly based upon the submission of invoices or vouchers approved by the Contracting Officer in accordance with FAR Clause 52.232-7 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS.

A.4 KEY PERSONNEL

The personnel listed below (or as specified in the Schedule of this contract) are considered essential to the work being performed hereunder. Prior to removing, replacing, or diverting any of the specified individuals, the Contractor shall notify the Contracting Officer reasonably in advance (but not less than 30 days) and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract. No removal, replacement or diversion shall be made by the Contractor without the written consent of the Contracting Officer.

The following individuals are considered essential to the work to be performed under this contract:

<u>Individual</u>	<u>Position/Title</u>
Jay Cronin	Account Director
Bruce Bender	Account Director IV
Vanessa Rumbold	Direct Mail Acct. Dir. IV
Scott Nelson	Executive Creative Director
Brenda Foreman	Digital Strategist I

A.5 DATA MANAGEMENT PROGRAM REQUIREMENTS (MAY 2000)

The Federal Emergency Management Agency's (FEMA) Data Management Program was established to meet the regulatory requirements of the Information Technology Management Reform Act (a.k.a. Clinger Cohen Act), as outlined in the Information Technology Architecture Implementation Plan. FEMA's Data Management Program requires that contractors comply with the requirements of this program when the contract involves tasks to design, develop, or maintain an information system for FEMA. Therefore, in the performance of this contract, the contractor shall comply with the requirements of the FEMA Data Management Program which follow:

- Names of database objects and procedural objects shall conform to the naming standards and conventions contained in FEMA's Data Naming Standards. A copy of the standard is available for review at www.fema.gov/ofm/bidinfo.htm and a copy will be provided to the contractor at contract award upon request.
- Abbreviations, acronyms, and terms used to develop an information technology system shall be limited to those listed on FEMA's Standard Abbreviations, Acronyms, and Terms list. The Standard Abbreviations, Acronyms, and Terms list is available for review at www.fema.gov/ofm/bidinfo.htm. Developers, who wish to use an abbreviation, acronym, or term that is not listed on the Standard Abbreviations, Acronyms and Terms list, may request that FEMA's Data Administration Group consider including the abbreviation, acronym, or term as a standard. FEMA's Data Naming Standards detail procedures on the use of abbreviations, acronyms, and terms.
- Comments shall be included in all procedures that are developed and written after the create procedure statement to ensure that comments are available in the database's system catalog and can be input into the Enterprise Data Dictionary automatically. Comments shall include the following at a minimum:
 - name of the developer

GS23F0265L

- date procedure was developed
- purpose of the procedure
- functions performed by procedure
- date of any changes made to the procedure
- the name of the individual who made a change to the procedure
- reason why a change was made to the procedure.

4. Comments shall be included for all tables, views, and columns that are developed. The comments that are written for tables and views shall contain detailed information on the definition, purpose, and use of the table or view. Comments that are written for columns shall precisely describe the data that is authorized for the field so there is a clear understanding of what the data in this field represents. Comments for tables, views, and columns shall be created at the time the database object is created in the database.

5. Data in FEMA's systems which should be available for enterprise-wide access and use will be identified, when required by the contract, so that FEMA's Data Administration Group can include it in FEMA's Enterprise Data Model and in FEMA's Enterprise Data Dictionary and made available to promote systems integration. FEMA's Enterprise Data Model presents a graphical view of the entities (tables), along with their relationships to other entities, and their attributes (columns). FEMA's Enterprise Data Dictionary will show the characteristics (domain) and meaning of the data (metadata), as well as any constraints (includes permitted values) associated with a data element or column in a table.

6. The FEMA Enterprise Data Dictionary shall contain metadata about the data in the databases of FEMA's enterprise systems. FEMA's enterprise systems that use Oracle as their database management system shall be accessible to FEMA's Enterprise Data Dictionary so that data can be captured and automatically input into FEMA's Enterprise Data Dictionary.

A.6 TRAVEL COSTS

Costs for transportation, lodging, meals and incidental expenses incurred by contractor personnel on official company business are allowable subject to FAR 31.205-46, Travel Costs. These costs will be considered to be reasonable and allowable only to the extent that they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations.

A.7 ELECTRONIC AND INFORMATION TECHNOLOGY (EIT) (AUG 2001)

The Federal Emergency Management Agency (FEMA) considers universal accessibility to information a priority for all its employees and external customers, including individuals with disabilities. Pursuant to the Workforce Investment Act of 1998, 29 U.S.C. §794d, FEMA must ensure the accessibility of its programs and activities to all current and potential users, specifically its obligation to acquire and use accessible Electronic and Information Technology (EIT) including web pages, software, telecommunications, kiosks and other information transaction machines, and fax machines, copiers, printers, and other information technology office equipment. To comply with the provisions of this clause, the contractor shall provide EIT that meets the intent of the Workforce Investment Act of 1998 which requires, regardless of medium, --

(i) individuals with disabilities who are Federal employees to have access to and use of information and data that is comparable to the access to and use of the information and data by Federal employees who are not individuals with disabilities; and

(ii) individuals with disabilities who are members of the public seeking information or services from FEMA to have access to and use of information and data that is comparable to the access to and use of the information and data by such members of the public who are not individuals with disabilities.

Furthermore, the contractor shall comply with the applicable accessibility standards issued by the Architectural and Transportation Barriers Compliance Board at 36 CFR 1194 and <http://www.section508.gov>.

A.8 PERFORMANCE BASED SERVICE CONTRACTING

Performance-based service contracting (PBSC) emphasizes that all aspects of an acquisition be structured around the purpose of the work to be performed as opposed to the manner in which the work is to be performed or broad, imprecise statements of work which preclude an objective assessment of contractor performance. PBSC is designed to ensure that contractors are given freedom to determine how to meet the Government's performance objectives that appropriate performance quality levels are achieved, and that payment is made only for services that meet these levels.

A.9 LIMITATION OF FUTURE CONTRACTING

(a) The Contracting Officer has determined that this acquisition may give rise to a potential organizational conflict of interest. Accordingly, the attention of all prospective offerors is invited to FAR Subpart 9.5--Organizational Conflicts of Interest.

(b) The nature of this conflict is independent research and evaluation of the campaign.

(c) The restrictions upon future contracting are described below:

The Contractor shall be prohibited from performing work under any future independent research and evaluation contract, which may be used to evaluate the campaign. (e.g., calculating return on investment)

A.10 WELFARE TO WORK

The Federal Emergency Management Agency is committed to hiring and retaining welfare recipients, including food stamp participants, into its workforce. FEMA encourages its contractors, to the maximum extent possible, to contribute to this initiative by actively seeking welfare recipients for entry level, or other appropriate positions. The individuals recruited through this program will have the opportunity to learn marketable skills, develop good work habits, and receive on-the-job training.

A.11 PARTNERING

FEMA intends to encourage the foundation of a cohesive partnership with the Contractor and its subcontractors. This partnership will be structured to draw on the strengths of each organization to identify and achieve reciprocal goals. The objectives are effective and efficient contract performance, prompt and quality response to disaster victims, intended to achieve completion within budget, on schedule, and in accordance with plans and specifications.

This partnership will be bilateral in makeup, and participation will be totally voluntary. Any cost associated with effectuating this partnership will be agreed to by both parties and will be shared equally with no change in contract price. To implement this partnership initiative, it is anticipated that within 60 days of BPA award, the Contractor's Program Manager and FEMA representatives will attend a partnership development session.

An integral aspect of partnering is the resolution of disputes in a timely, professional, and non-adversarial manner. Alternative Dispute Resolution (ADR) methodologies will be encouraged, in place of the more formal dispute resolution procedures. ADR will assist in promoting and maintaining an amicable working relationship to preserve the partnership. ADR in this context is intended to be a voluntary, non-binding procedure available for use by the parties to this BPA to resolve any dispute that may arise during performance.

A12. LETTER OF CREDIT

In accordance with Agency procedures, a Federal Reserve Letter of Credit will be established by the Federal Emergency Management Agency (FEMA), against which the Contractor will withdraw funds pursuant to prescribed Federal Reserve Letter of Credit procedures.

The Contractor shall submit a monthly report to the Contracting Officer and the COTR outlining the total funds expended and withdrawn during the month along with cumulative funds expended to date for each area of payment described below:

- a. Payment of all shipping and postage expenses, including postage for direct mail; and
- b. Payment for all media expenses, including broadcast, print, and list generation for direct mail. The cost of advertising in media shall not exceed the published or certified card or schedule rates for space or time less the maximum amount of any discount available.

The Contractor shall not load indirect cost or fee/profit to letter of credit expense. The Contractor shall only be compensated for the actual cost of advertising in media excluding any commission, refund or rebate.

The Contractor shall establish a bank account at a bank of its choosing for the deposit and disbursement of drawings made against the Letter of Credit, which bank account shall be used solely for that purpose. Under no circumstances shall the Contractor draw against the Letter of Credit for the purposes of paying itself, any affiliate, subcontractor or any agent, except as provided herein.

Funds expended for letter of credit will be subject to review for allowability.

A.13 COMPENSATION FOR ADVERTISING PREPARATION AND PLACEMENT

Notwithstanding the Letter of Credit provisions in A.12, the Contractor will be compensated directly for the design, preparation, and creative work relating to advertisements to be placed and the services rendered for the placement of advertising in media.

Any and all commissions, discounts, rebates and other credits, if granted, shall accrue to the benefit of the Government.

A.14 DELIVERY SCHEDULE

To be specifically set forth in each task order.

A.15 TASK ORDER REQUIREMENTS

Services required in the SOO and the five-year Scope of Work are intended to be the subject of each of the Core Task Orders. These requirements, as negotiated in the Scope of Work, will be further defined in Statements of Work anticipated to be executed as follows:

<u>Core Task</u>	<u>Period of Performance</u>
Core Task I	18 months
Core Task II	12 months
Core Task III	12 months
Core Task IV	12 months
Core Task V	12 months

However, the Statement of Work issued with each subsequent Task Order shall govern.

A.16 ORDERING PROCEDURES

With the exception of Core Task I, which has been negotiated at time of BPA Award, the following procedures will apply:

The final deliverable for each Core Task Order shall be a draft Statement of Work for the next Core Task Order. For example, the last deliverable for Core Task I shall be a draft Statement of Work for Core Task II. The draft SOW will be used by the COTR and the Program office for review and revision. A final Statement of Work will be issued by the COTR to begin the following process:

(1) DRAFT TASK ORDER

The final TO Statement of Work from the Contracting Officer's Technical Representative (COTR) will be forwarded to the Contractor by the Contracting Officer (CO) requesting a cost estimate to provide the services as outlined in the said TO Statement of Work.

(2) ACCEPTANCE OF THE COST ESTIMATE

Upon receipt of the Contractor's Quote, the CO will forward a copy to the COTR for his/her review and comment. The COTR will forward to the CO his/her approval/disapproval. If disapproved, he/she will provide sufficient information to the CO in order to allow for negotiations with the Contractor concerning the Quote.

(3) AUTHORIZING TASK ORDER

The CO issues the FEMA Form 40-20, which reflects the agreed upon cost for the required services and authorizes the Contractor to commence with work efforts. This document also identifies the period of performance for the particular TO. NOTE: If the TO is issued on a time and material basis, the close out of the TO will reflect the actual costs associated with the TO, which may result in an audit of the TO. All orders are subject to the terms and conditions of the FSS Contract and the BPA. In the event of a conflict between an order under the BPA and the contract, the contract shall control.

(4) MODIFYING TASK ORDERS

Modification to a TO will be effected by issuance of a Standard Form 30, Amendment of Solicitation/Modification of Contract, identified by the particular TO number being modified.

(5) COMPLETION OF TASK ORDERS

Upon completion of the work required under each Task Order issued hereunder, the Contractor is required to forward a written notice of completion to the Contracting Officer and the COTR stating that the Order is complete, and that all requirements have been satisfied to the best of the Contractor's knowledge and belief.

(6) CLOSEOUT OF TASK ORDERS

All orders issued under the BPA shall be closed out in accordance with FAR and established FEMA policy. Upon completion of each Order and the receipt of the final invoice, a final determination of each Order will be issued definitizing the final actual costs incurred by the Contractor in the performance of work under the Order. (Does not apply to Firm Fixed Price Task Orders. Firm fixed price orders shall be paid upon COTR certification of satisfactory performance.) In determining/verifying the actual costs incurred, the Government will retain the right to audit the costs incurred by the Contractor and the Contractor will, if requested by the Government, submit all records pertaining to a particular Order for this purpose. Additionally, before payment of the final invoice on each Task Order will be made, the Contractor shall execute a Release of Claims.